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1. Name of Registrant Arnold & Porter	2. Registration No. 1750
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Initial Statement
- ☐ Supplemental Statement for _____
- ☐ Other purpose (specify) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Letter from Registrant to Dr. Elmo de Araujo Camoes, dated April 11, 1989.

Letter from Wadico Waldir Bucchi, President, Banco Central do Brasil, dated June 29, 1989.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice that the Contract between Registrant and Banco Central do Brasil and the Government of Brazil has been extended through May 31, 1990, as reflected in the attached exchange of correspondence.

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
JAN 26 AM 10:01
INTERNAL SECURITY
NO. 100-100000

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Wm D. Rogers
William D. Rogers

Subscribed and sworn to before me at Washington, D.C.

this 25th day of January, 1990

Letitia M. Dym
(Notary or other officer)

My commission expires May 14, 1994

ARNOLD & PORTER

1200 NEW HAMPSHIRE AVENUE, N. W.

WASHINGTON, D. C. 20036

(202) 872-6700

CABLE: "ARFOPO"

TELECOPIER: (202) 872-6720

TELEX: 89-2733

PARK AVENUE TOWER

65 EAST 55TH STREET

NEW YORK, NEW YORK 10022-3219

(212) 750-5050

1700 LINCOLN STREET

DENVER, COLORADO 80203

(303) 863-1000

ELI WHITNEY DEBEVOISE II

DIRECT LINE: (202) 872-8456

April 11, 1989

VIA DHL COURIER

Dr. Elmo de Araujo Camões
President
Banco Central do Brasil
SBS - Projeção No. 33
Ed. Sede 20 Andar
70.074 Brasília, DF
BRAZIL

Re: Contract for Professional Services

Dear Dr. Camoes:

Enclosed is a copy of the contract for professional services currently in effect between Banco Central do Brasil and Arnold & Porter. The contract expires on June 1, 1989, the second anniversary of its execution. I am writing to propose that by agreement of the parties the contract be extended for two years from that date in accordance with paragraph 5 thereof.

If the proposed extension is acceptable to you, please let me know and indicate the appropriate administrative procedures to be pursued.

It has been an honor to work with Banco Central, the Ministerio de Fazenda and the Ministerio de Relaciones Exteriores during the last two years. I look forward to our continued collaboration in these challenging times in Brazil's history.

Yours sincerely,

Whitney Debevoise
Whitney Debevoise

Enclosures

RECEIVED
JAN 26 11:01

BANCO CENTRAL DO BRASIL

PRESI-1758/89

Brasília (DF), 29 de junho de 1989

A
Arnold & Porter
1200 New Hampshire Av. N.W.
Washington-DC 20036
USA

Att.: Sr. Whitney Debevoise

Ref.: Contrato de Prestação de Serviços -
Prorrogação.

Prezados Senhores,

Em resposta à sua carta de 11 de abril de 1989, informo que esta Autarquia concorda com a prorrogação do contrato ali mencionado, fazendo-se as seguintes alterações, conforme entendimentos mantidos com V. Sa., a saber:

- a) prazo: prorrogação por 01 (um) ano a começar em 1º de junho de 1989;
- b) valores: os mesmos vigentes de janeiro a maio de 1989, sem reajuste em 1º de janeiro de 1990, como previsto na Cláusula 3 do contrato a ser prorrogado;
- c) alteração do texto da cláusula 13a., em função do Decreto-Lei nº 2.376, de 25/11/87, para a seguinte forma:

"13. Pagamentos. Todos os pagamentos ao amparo deste contrato serão realizados à conta do orçamento do Banco Central do Brasil, de acordo com o Decreto-Lei nº 2.376, de 25 de novembro de 1987." e
- d) objeto do contrato: alteração do texto da cláusula 1a., objetivando a inclusão do Ministério das Relações Exteriores dentre os solicitantes de serviços, passando a referida cláusula a ter a seguinte redação:

"1. Objeto do Contrato. O objeto deste contrato será prestar assessoria jurídica sobre direito norte-ameri-

cano e que possa ser solicitada pelo Banco Central do Brasil, pelo Ministério da Fazenda da República Federativa do Brasil e pelo Ministério das Relações Exteriores (cada um individualmente denominado o "Cliente" e coletivamente os "Clientes"). Os funcionários autorizados a solicitar serviços jurídicos do Contratado, conforme os termos deste contrato, incluirão o Presidente do Banco Central do Brasil, cada um dos Diretores e o Chefe do Departamento Jurídico (DEJUR), o Chefe do Departamento da Dívida Externa (DEDIV), o Chefe do Departamento de Fiscalização e Registro de Capitais Estrangeiros (FIRCE), os Chefes de Divisão no Departamento da Dívida Externa, o Ministro da Fazenda, o Secretário-Geral do Ministério da Fazenda, o Secretário para Assuntos Internacionais do Ministério da Fazenda, o Procurador Geral da Fazenda Nacional, os Sub-Procuradores da Fazenda Nacional, o Ministro das Relações Exteriores, o Secretário-Geral do Ministério das Relações Exteriores e outros funcionários do Banco Central do Brasil, do Ministério da Fazenda e do Ministério das Relações Exteriores que venham a ser designados mediante notificação ao Contratado pelo Presidente do Banco Central do Brasil, por um dos Diretores do Banco Central do Brasil, pelo Chefe do Departamento Jurídico do Banco Central do Brasil, pelo Ministro da Fazenda, pelo Procurador Geral da Fazenda Nacional, pelo Ministro das Relações Exteriores ou pelo Secretário-Geral do Ministério das Relações Exteriores."

2. A devolução do presente original com o "de acordo" de V. Sa. constituir-se-á em aditivo ao contrato de que se trata, mantendo-se em vigor as demais cláusulas contratuais não afetadas pelas alterações acima mencionadas.

Atenciosamente,



Wadico Waldir Bucchi
Presidente Interino

BANCO CENTRAL DO BRASIL

Brasilia, June 29, 1989

Arnold & Porter
1200 New Hampshire Avenue, N.W.
Washington, D.C. 20036
U.S.A.

Attention: Mr. Whitney Debevoise

Re: Contract for Rendering
of Services - Extension

Gentlemen:

In response to your letter of April 11, 1989, I inform you that this organization agrees to an extension of the contract mentioned therein, making the following changes, as agreed with you namely:

- a) term: extension for one year beginning on June 1, 1989;
- b) rates: the same rates in effect for the period from January to May of 1989, without any adjustment on January 1, 1990 as set forth in clause 3 of the contract being extended;
- c) changing the text of the 13th clause as a result of Decree Law No. 2,376 of November 25, 1987, to read as follows:

"13. Payment. All payments under this contract shall be effectuated from the budget account of Banco Central do Brasil in accordance with Decree Law No. 2,376, of November 25, 1987."; and

- d) purpose of the contract: change the text of clause 1a., in order to include the Ministry of Foreign Relations among the requestors of services, so that the referenced clause will have the following wording:

"1. Purpose of Contract. The purpose of this contract shall be to render legal advice on U.S. law which may be requested by the Central Bank of Brazil, the Minister of Finance of the Federative Republic of Brazil and the Minister of Foreign Relations (each one individually referred to as the "client" and collectively the "clients"). The officials authorized to request legal services from the contractor in accordance with the terms of this contract shall include the President of the Banco Central do Brasil, each of the Directors and the Head of the Legal Department (DEJUR), the Head of the Department of External Debt (DEDIV), the Head of the Department of Review and Registration of Foreign Capital (FIRCE), the Division Chiefs of the Department of External Debt, the Minister of Finance, the Secretary-General of the Ministry of Finance, the Secretary for International Affairs of the Ministry of Finance, the Attorney General of the Ministry of Finance, the Under-Attorneys General of the Ministry of Finance, the Minister of Foreign Relations, the Secretary-General of the Ministry of Foreign Relations and other officials of the Central Bank, the Ministry of Finance, the Ministry of Foreign Relations, which may be designated by means of a notice to the contractor by the President of the Central Bank of Brazil by one of the directors of the Central Bank of Brazil, by the Head of the Legal Department of the Central Bank of Brazil, by the Minister of Finance, by

Page 3

the Attorney General of the Ministry of Finance, by the Minister of Foreign Relations or by the Secretary-General of the Ministry of Foreign Relations."

2. The return of this original with your "approval" shall constitute an amendment to the contract in question, all other contractual clauses not affected by the changes mentioned above continue in effect.

Sincerely,

/S/

Wadico Waldir Bucchi
Acting President

CERTIFICATE

I, Whitney Debevoise, hereby certify that I am competent to translate from Portuguese into English, and that the translation of the letter from Wedico Waldir Bucchi to Arnold & Porter, dated June 29, 1989, attached hereto, is true and accurate.

Whitney Debevoise
Whitney Debevoise

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Whitney Debevoise this
23rd day of January, 1990.

W F Jan Roberts
Notary Public

My Commission Expires June 15, 1993